

# **EXHIBIT 1**

**[DECLARATION OF JOSEPH V. MARSHALL IN SUPPORT  
OF PLAINTIFF'S MOTION FOR SANCTIONS]**

# **EXHIBIT 1**

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(Additional counsel listed on signature page)

9 *Attorneys for Defendant Nature's Bakery, LLC*

10 UNITED STATES DISTRICT COURT

11 DISTRICT OF NEVADA

12 TURKIYE IHRACAT KREDI BANKASI,  
13 A.S.,

14 Plaintiff,

15 vs.

16 NATURE'S BAKERY, LLC F/K/A BELLA  
17 FOUR BAKERY, INC.,

18 Defendant.

Case No. 3:20-cv-00330-LRH-CLB

**DECLARATION OF JOSEPH V.  
MARSHALL IN SUPPORT OF  
NATURE'S BAKERY'S MOTION FOR  
SANCTIONS**

19 NATURE'S BAKERY, LLC,

20 Third-Party Plaintiff,

21 vs.

22 INTRANSIA, LLC,

23 Third-Party  
24 Defendants.

25 INTRANSIA, LLC,

26 Counterclaimant,

1 vs.

2 NATURE'S BAKERY, LLC F/K/A BELLA  
3 FOUR BAKERY, INC.,

4 Counterdefendant.

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1 I, Joseph V. Marshall, declare:

2 1. I am the former Chief Financial Officer of Nature's Bakery, LLC f/k/a Bella Four  
3 Bakery, Inc., defendant and third-party plaintiff in this action. I held that position from 2015  
4 through 2021. I make this Declaration based on personal knowledge. If called as a witness, I  
5 could and would testify competently to the facts stated herein.

6 2. In 2015, Nature's Bakery contracted with Elmas Dis Ticaret A.S. ("Elmas"), a  
7 Turkish company, to purchase 5.6 million pounds of Turkish fig paste at a rate of \$0.72 per  
8 pound, to be delivered at regular intervals throughout 2016 (the "Fig Paste Agreement").

9 Attached as Exhibit A hereto is a true and correct copy of the Fig Paste Agreement.

10 3. Beginning in May 2016, Elmas assigned certain of its invoices for these sales to  
11 Turk Eximbank, which the parties memorialized in six promissory notes.

12 4. In May-June of 2016, Elmas suddenly stopped shipping product to Nature's  
13 Bakery and stopped responding to communications. When Nature's Bakery attempted to pay  
14 Elmas for past deliveries via Turk Eximbank, it was told that Elmas's accounts were frozen and  
15 that it had gone out of business.

16 5. At that time, Elmas had only delivered approximately 3.9 million of the 5.6  
17 million pounds of fig paste it had promised under the Fig Paste Agreement. Nature's Bakery  
18 therefore had to scramble to find substitute fig paste. Ultimately, it was forced to spend over  
19 \$200,000 more for the substitute fig paste than it would have paid Elmas under the Fig Paste  
20 Agreement.

21 6. After months of silence, on August 16, 2016, Elmas resurfaced and contacted  
22 Nature's Bakery, claiming it was back in business and could resume shipping fig paste. Nature's  
23 Bakery declined this offer.

24 7. Nature's Bakery has paid some of the outstanding Invoices for product Elmas  
25 delivered in the first part of 2016, including by sending payment, at Elmas's direction, to third-  
26 parties to whom Elmas owed debts.

1  
2 I declare under penalty of perjury under the laws of the State of Nevada that the foregoing  
3 is true and correct.

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5 Dated: July 20, 2021

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11 DocuSigned by:  
12 Joe Marshall  
13 By: \_\_\_\_\_  
14 31C99E383B3D482...  
15 Joseph V. Marshall  
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# **EXHIBIT A**

# **FIG PASTE AGREEMENT**

# **EXHIBIT A**



23 November 2015

## SALES CONTRACT

**SELLER :** ELMAS DIS TICARET A.S

Address : Turanlar Cad No: 41, 09700, Germencik / Aydin, TURKEY

**BUYER :** BELLA FOUR BAKERY

Address : 9460 Double R Blvd. Suite 200 Reno, NV 89521, USA

**Product :** Turkish Dried Fig Paste

**Delivery Terms :** DDP Missouri & DDP Reno

**Payment Terms :** 60 days after B/L date via Exim Bank

Item	Description	Purchase Price Per Lb	Total Net Weight (lbs)
		(USD / lb)	
1	TURKISH DRIED FIG PASTE	\$ 0,72 /lb delivered to Missouri in 40' DRY \$ 0,72 /lb delivered to Reno in 40' DRY	5.580.000 lbs

**PACKING DETAILS:**

Type of Packing : 40 lbs carton

Type of Container : 40' DRY & 20 pallets per container

Number of cartons per container : 1000 cartons

Upon request from the buyer party the reefer container will be applicable due to weather conditions.  
In this case the extra reefer container cost will be added.

**SELLER**

ELMAS DIS TICARET AS

  
**BUYER** Joe Marshall  
BELLA FOUR BAKERY 12/11/15

ELMAS DIS TICARET ANONIM SIRKETI  
Mesudiye Mah. Turanlar Koyu Yolu Uzeri 09700 Germencik Aydin / TURKIYE  
Phone: +90 256 563 38 98 pbx Fax: +90 256 563 43 18E-mail: info@elmasfood.com

Joe Marshall (Nature's Bakery)

Exhibit\_2

5/7/2021

Turk Eximbank 000225



**BUYER:**

BELLA FOUR BAKERY

9460 Double R Blvd. Suite 200 Reno, NV 89521

08.07.2015

**SALES CONTRACT**

**Delivery Terms :** DDP Hazelwood Missouri & DDP Reno Nevada

**Payment Terms :** 60 days after B/L date via Exim Bank

**Effective Date of Agreement:** 08.07.2015

**End Date of Agreement:** 31.01.2015

	Product:	Purchase Price Per Lb:	Total Net Weight ( lbs ):
		( usd/lb)	
1	Fig Paste	\$ 0,83 /lb delivered to Missouri in 40' DRY \$ 0,86 /lb delivered to Reno in 40' DRY	3.000.000

**PACKING DETAILS:**

Type of Packing : 40 lbs carton

Type of container : 40' DRY & 24 pallets per container

Number of cartons per container: 1000 cartons

**DELIVERY SCHEDULE:**

Delivery from September 2015 through 31 January 2015.

**ELMAS DIS TICARET ANONIM SIRKETI**

Mesudiye Mah. Turanlar Koyu Yolu Uzeri 09700 Germencik Aydin / TURKIYE  
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